



# County of Los Angeles **CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

DAVID E. JANSSEN  
Chief Executive Officer

July 24, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF A FIVE (5) YEAR  
LICENSE AGREEMENT FOR A PORTION OF  
LAND WITHIN THE WARREN M. DORN COMPLEX AT  
CASTAIC LAKE RECREATION AREA  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the action is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to the State CEQA Guidelines and Environmental Documents Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, cited herein.
2. Approve and instruct the Chairman to sign the five (5) year License Agreement between the County and California State University at Northridge for the use of the Boating Instruction and Safety Center, adjacent docks and a portion of land located on the Northwest corner of the Afterbay area, including the use of those areas as specified in the Agreement, commencing upon the first day of the calendar month next succeeding approval by your Board.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this request is for the Board of Supervisors to approve a five (5) year License Agreement with California State University at Northridge (CSUN) for the continued operation of their Aquatic Safety Program at the new Boating Instruction and Safety Center (BISC) facility located within the Castaic Lake Recreation Area.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

The CSUN has, as part of its Community Services classes and Department of Recreation and Leisure Studies, an Aquatic Program component that instructs, educates, and trains enrollees in the safe use of water skis, boats and similar watercraft including launching and recovery of boats from the dock area located adjacent to the BISC facility. The BISC is a new facility built by the State of California Department of Boating and Waterways for the purposes of conducting instructional training in the safe handling and operation of various watercrafts. CSUN has conducted these aquatic programs at Castaic Lake since 1984. The Community Services classes are not restricted to the CSUN student population, but are open to and marketed toward enrollment by members of the general public.

The classes have been well attended and provide a much needed adult training program for safe use of watercraft at Castaic Lake. An additional and enhancing segment of this program is the Summer Youth Camp Program. During the summer months, youth groups and individuals can, learn boating use and safety under proper adult supervision. All of these components of CSUN's Aquatic Program have been conducted expertly and have been very well received by the public. Based on the need and popularity of this program, the Northwest corner of the Afterbay area will be available for use by CSUN as an alternate location to be used in conjunction with its Aquatic Program being conducted at the BISC facility. CSUN will provide and maintains two (2) portable buildings within this corner of the Afterbay area, one for use as a classroom and the other as a storage building. In addition, CSUN is required to provide the necessary general liability insurance and name the County of Los Angeles as an additional insured.

In consideration for the use granted, CSUN shall pay the County in the following manner: (1) there shall be an annual sum of \$12,000 for the cost of electricity plus \$8,437.50 for the minimum rent paid in three equal installments of \$6,812.50; and (2) a percentage of its gross receipts derived from its youth programs according to the following schedule:

- 12 percent of all gross receipts up to \$10,000; and
- 20 percent of all gross receipts between \$10,001 and \$30,000; and
- 30 percent of all gross receipts in excess of \$30,000

### **Implementation of Strategic Plan Goals**

The proposed License Agreement will further the Board-approved County Strategic Plan Goal 3, Organizational Effectiveness, by utilizing experienced personnel to schedule and conduct boating safety education. It will also further Goal 4, Fiscal Responsibility, by generating revenues and providing funding for infrastructure maintenance and repair at the Castaic Lake State Recreation Area; and Goal 5, Children and Families' Well-Being, by providing Summer Youth Camp where youth groups and individuals can learn boating use and safety under proper adult supervision.

## **FISCAL IMPACT/FINANCING**

The CSUN will pay the County a flat annual rent fee of \$8,437.50 plus an annual utility payment of \$12,000 for the cost of electricity to operate this Aquatic Safety Program at Castaic Lake Recreation Area. CSUN will also continue to pay a percentage of its revenue from its summer youth programs.

The CSUN's Aquatic Safety Program is a self-supporting unit of the University's Department of Recreation and Leisure Studies. The University's program staff will maintain its portable buildings and licensed premises and conduct all programs and classes. The County's maintenance of the BISC exterior and interior areas will be offset by their rent payments.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County of Los Angeles, through its Department of Parks and Recreation, is authorized by the provision of Government Code Section 25907 to grant licenses and leases for the provision of parks and recreation related activities.

The term of the agreement is for five (5) years.

Participants of CSUN's Aquatic Safety Program will be authorized to enter the Castaic Lake State Recreation Area without being assessed a vehicle entry fee during the preparation or conducting instructional and youth programs.

The License Agreement includes termination provisions for improper consideration and for the failure of the Licensee to comply with the County's Child Support Program. In addition, the Agreement addresses the County's Quality Assurance Plan.

County Counsel has approved this Agreement as to form. Additionally, CSUN has executed the attached License Agreement and will provide the required insurance policy naming the County of Los Angeles as an additional insured.

## **ENVIRONMENTAL IMPACT DOCUMENTATION**

The proposed action is exempt from CEQA according to Sections 15301 of the State CEQA Guidelines and Class 1(r) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because CEQA does not apply to projects consisting of the licensing or leasing of existing public structures or facilities.

Honorable Board of Supervisors  
July 24, 2007  
Page 4

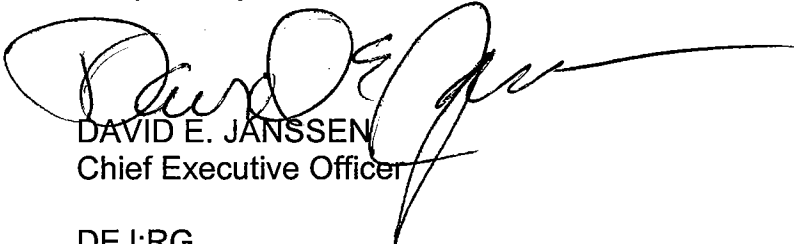
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This Agreement will permit CSUN's Aquatic Training Safety Center to continue to provide water safety instruction and training to CSUN students and the general public through its credit and non-credit programs, and continue its numerous summer water safety programs, including those benefiting at-risk youth.

### **CONCLUSION**

It is requested that a certified copy of the action taken by your Board and a fully executed, original version of the Agreement be mailed to Ms. Mary Rueda, Purchasing and Contract Administration, 18111 Nordhoff Street, Northridge, California 91330-8231. Also, one fully executed original copy of the Agreement shall be retained by the Executive Officer-Clerk of the Board, and conformed copies of the Agreement forwarded to the Auditor-Controller, Assessor, County Counsel, Treasurer and Tax Collector, and four (4) conformed copies of the Agreement forward to the Director of Parks and Recreation.

Respectfully submitted,



DAVID E. JANSSEN  
Chief Executive Officer

DEJ:RG  
KEH:rc

Attachment (2)

c: County Counsel

**LICENSE AGREEMENT WITHIN THE WARREN M. DORN  
RECREATION COMPLEX AT THE  
CASTAIC LAKE STATE RECREATION AREA**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007,

BY AND BETWEEN        COUNTY OF LOS ANGELES, a  
body corporate and politic,  
hereinafter referred to as  
"County",

AND

CALIFORNIA STATE UNIVERSITY  
NORTHRIDGE, an agency of the  
State of California hereinafter  
referred to as "Licensee",

**RECITALS:**

WHEREAS, County and the State of California entered into an Operating Agreement dated November 18, 1969, whereby the County agreed to operate, maintain and control Castaic Lake State Recreation Area for a period of 50 years.

WHEREAS, a license as authorized pursuant to Government Code Section 25907 for the use of a portion of land within the Castaic Lake State Recreation Area is consistent with said Operating Agreement; and

WHEREAS THE County and the State of California (Department of Parks and Recreation and Department of Boating and Waterways) entered into an agreement dated November 19, 2002, for the Financing and Operation of a Boating Instruction and Safety Center at Castaic Lake State Recreation Area, in which the County agreed to operate, or cause to have operated, specified project activities, and this License Agreement is intended to be consistent with and in fulfillment of County's obligations under that Financing and Operation Agreement; and

WHEREAS, Licensee is an educational institution providing through its Aquatic Center Program an educational and instructional component of its Community Services curriculum; and

WHEREAS, Licensee and County agree that Licensee's Aquatic Center Program shall not interfere with, but complement, the existing recreational opportunities at Castaic Lake; and

WHEREAS, Licensee is willing to exercise the grant of such a license agreement in accordance with the terms and conditions prescribed herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

## 1. DEFINITIONS

1.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

1.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.2.1 **Afterbay:** The lower lake or lagoon at Castaic Lake Recreation Area.

1.2.2 **BISC:** The Boating Instruction and Safety Center

1.2.3 **CSUN:** California State University, Northridge.

1.2.4 **Director:** The Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.

1.2.5 **Gross Receipts:** The term "gross receipts" as used in this Agreement, is defined to be all monies from the collection of fees for youth programs conducted by the Licensee at Castaic Lake.

1.2.5.1 Except as specifically provided below or by policy statement issued by Director, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes.

Bona fide bad debts actually incurred by Licensee may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

1.2.5.2 Gross receipts reported by Licensee must include the full usual charges for the collection of fees for youth programs provided by Licensee. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Licensee such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Licensee to a governmental agency accompanied by a tax return statement.

1.2.6 **State:** The State of California.

1.2.7 **Youth Programs:** Any group or program where the simple majority of the individuals are individuals under eighteen (18) years of age.

## **2. USE GRANTED**

2.1 Licensee is hereby authorized and required to conduct instructional academic classes in boating instruction and water safety. In addition, the Licensee is also authorized and required to conduct youth programs in aquatic safety upon the licensed premises. The youth program shall be provided through Licensee's Aquatic Center Program, an education and instructional component of CSUN's community service curriculum. All classes and programs for boating instruction and water safety shall be approved by CSUN.

2.2 Licensee's scheduled days and hours of operation shall be developed by Licensee and thereafter submitted for Director's written approval three

times a year, 30 days prior to the commencement of each semester. Said approval shall not be unreasonably withheld.

- 2.3 County retains the right to use the BISC when Licensee has not scheduled it for the Licensee's primary boating and safety instruction programs. County may not schedule use of the BISC until after Licensee has submitted proposed schedule per Paragraph 2.2. County must notify Licensee within a reasonable period of time in advance of planned use.
- 2.4 Licensee shall not rent any watercraft to the general public. Further, Licensee shall restrict use of its watercraft to the duly authorized members of its instructional classes and/or programs.
- 2.5 Licensee understands and agrees that the County has no control over the reduced water level in the lakes, and Licensee shall have no claim against the County for any reduction in the number of students or programs due to the reduced water levels. In addition, Licensee shall have no claim against the County for any reduction in the number of students or programs due to the health concerns, weather conditions, capacity restrictions or any other factors affecting the lake.

### **3. LICENSED PREMISES**

- 3.1 The licensed premises shall consist of the BISC, adjacent docks, boat ramps and the twenty (20) parking spaces immediately adjacent to the BISC, and a portion of land located on the northwest corner of the Afterbay area. Licensee is authorized to place one (1) portable classroom, one (1) portable storage building, and watercraft equipment upon the licensed premises as described hereinabove and shown in Exhibit A, hereto attached.
- 3.2 These instructional and program classes will be conducted from the BISC and other portions of the Afterbay area and other areas as authorized by the Director. The Licensee is also authorized the non-exclusive use of the west launch ramp for its operations. The licensed premises shall be used only for Licensee's authorized programs.



- 3.3 Licensee has primary use of the BISC, and non exclusive use of the Afterbay and west launch ramp for its authorized programs in accordance with the schedule approved by the Director pursuant to Section 2.2 above.
- 3.4 Licensee understands and agrees that its non-BISC programs may be moved to another location or cancelled with prior notification for programs conducted by the County.
- 3.5 Licensee will conduct a personal inspection of the licensed premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Upon written notification of approval, Licensee accepts the licensed premises in their physical condition, and agrees to make no demands upon County for any improvements or alterations.
- 3.6 Licensee may make or construct or cause to be made or constructed additions, alterations, repairs or changes to the licensed premises at Licensee's expense, provided written approval thereof is first obtained from the Director and the State, permits are obtained therefore as hereinafter required, and there is compliance with such terms and conditions relating thereto, as may be imposed thereon by the Director or the State.
- 3.7 Licensee hereby acknowledges the title of the County, State and/or any other public agencies having jurisdiction there over, in and to the licensed premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.
- 3.8 Ownership of all improvements constructed by Licensee upon the licensed premises and all alterations, additions or betterments thereto shall remain in Licensee until termination of this Agreement. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise, ownership thereto shall vest in State without compensation being paid therefore, and such improvements shall be surrendered with the premises, unless demand for the removal thereof shall be given by the Director at least ten (10) days prior to the date of termination. Should Licensee fail to

remove said structures and improvements, same may be sold, removed or demolished, and Licensee shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

- 3.9 An exception to the above time frame to remove said structures is with regard to the Licensee's two (2) portable buildings. In the event that the Licensee fails to remove said buildings upon termination or cancellation of this Agreement, within (30) thirty days thereof the County will have the right to remove, sell, or demolish said buildings.

#### **4. TERM**

- 4.1 The term of this License shall be for a period of Five (5) Years commencing upon the first day of the calendar month next succeeding approval thereof by County's Board of Supervisors.
- 4.2 In the event Licensee holds over beyond the term herein provided with the consent, express or implied, of Director, such holding shall be from month to month only, subject to the conditions of this Agreement, shall not be a renewal thereof, and shall be consistent with the schedule of consideration provided for hereinafter in Sections 5.1.1 and 5.1.2.

#### **5. CONSIDERATION**

- 5.1 In consideration for the use granted pursuant to Paragraph 2.1 hereinabove, Licensee shall pay the County the sum of two (2) amounts hereinafter provided.
- 5.1.1 For those boating and water safety instructional programs, an annual sum representing the cost of electricity in the amount of Twelve Thousand Dollars (\$12,000.00) and the minimum rent in the amount of Eight Thousand Four Hundred and Thirty-Seven Dollars and Fifty Cents (\$8,437.50) for a total annual sum of Twenty Thousand Four-Hundred-and-Thirty-Seven Dollars and Fifty Cents (\$20,437.50); and

- 5.1.2 For those youth programs provided by Licensee's community service curriculum, the sum of percentages of gross receipts from the collection of fees for Licensee's youth programs conducted upon licensed premises through CSUN. The percentages to be used are as follows: Twelve percent (12%) of all gross receipts up to Ten Thousand Dollars (\$10,000.00), and Twenty percent (20%) of all gross receipts in excess thereof up to Thirty Thousand Dollars (\$30,000.00), and Thirty percent (30%) of all gross receipts in excess thereof.
- 5.2 The amounts due shall be paid to County as follows:
- 5.2.1 The annual sum provided in Section 5.1.1 shall be paid in three equal installments of Six Thousand Eight Hundred and Twelve Dollars and Fifty Cents (\$6,812.50). Payments are due by the first day of the month in the months of February, June and September in each year of the term.
- 5.2.2 The sum of percentages provided in Section 5.1.2 shall be due on October 1, in each year of the term. Licensee's payment shall be accompanied by a full report detailing the gross receipts from the collection of all fees for youth programs conducted by the Licensee at Castaic Lake.
- 5.2.3 Within thirty days of the end of each contract year, County will review electrical costs attributable to Licensee's instructional academic program to determine whether they were greater or less than \$12,000. Should those electrical costs exceed \$12,000, County shall invoice Licensee for the difference. Should those electrical costs for the prior contract year equal less than \$12,000, Licensee shall be entitled to a credit in the amount of the difference. This credit shall be applied to the next occurring payment identified in section 5.2.1. County will provide summary of electrical costs on a quarterly basis to Licensee.

- 5.3 Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927 or such other place as may hereafter be designated in writing to the Licensee.

## **6. ACCOUNTING RECORDS**

- 6.1 Licensee shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts from the collection of all fees for youth programs conducted by the Licensee at Castaic Lake and disbursements of Licensee in connection with the youth programs. The method of accounting, including bank accounts established for said operation, shall be separate from the accounting system used for any other business operated by Licensee or for recording Licensee's personal financial affairs. Such method shall include the keeping of the following documents:
- 6.1.1 Regular books of accounting such as general ledgers;
  - 6.1.2 Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
  - 6.1.3 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;
- 6.2 All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement and for three (3) years thereafter. In addition, the County may from time to time conduct an audit and re-audits of the books and business for youth programs conducted by Licensee at Castaic Lake and observe the operation of the business so that accuracy of the above records can be confirmed.

## **7. DESTRUCTION OF THE LICENSED PREMISES AND/OR CASTAIC LAKE RECREATION AREA**

- 7.1 In the event the BISC shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, the County shall

terminate this Agreement and the loss adjustment shall be payable to the State of California Department Boating and Waterways for deposit in a trust fund with the State of California designed for use by the Department of Boating and Waterways. If the Department of Boating and Waterways deems it in the interest of the State of California, the proceeds may be paid to the County upon the County's application for the reconstruction of the destroyed facilities. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the BISC or terminate this License

- 7.2 Licensee agrees to accept the remedy heretofore provided in the event of a destruction of the BISC and/or Castaic Lake Recreation Area and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

## **8. OPERATING RESPONSIBILITIES**

### **8.1 Advertising Materials and Signs**

Licensee shall not post signs upon the licensed premises or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Director.

### **8.2 Boat Identification**

Licensee shall be required to mark all gas powered watercraft with the Licensee emblem, as approved by the Director.

### **8.3 Chase Boat**

Licensee shall provide at all times during its operations a powered boat which shall only be used by Licensee or its employees for emergency purposes in retrieving its watercraft or to ascertain if its watercraft is complying with all safety regulations. Further, a gasoline powered boat will contain at all times a VHF Marine radio or cellular telephone during its authorized programs. The VHF Marine Radio or cellular telephone is to be utilized by authorized staff to contact County patrol boats in the event emergency assistance is required.

8.4 Compliance with Laws, Rules and Regulations

Licensee shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the use and/or any construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Licensee shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors and the Director of the Department of Parks and Recreation insofar as the same or any of them are applicable.

8.5 Compliance with Castaic Lake Boating Rules

Licensee shall comply with and abide by the established Castaic Lake Boating Rules as shown in Exhibit B and as that Exhibit B may be amended by County from time to time and provided to Licensee.

8.6 Licensee's Staff

8.6.1 Licensee shall maintain an adequate and proper staff for its authorized operations. Lifeguards associated Licensee's program shall possess the following minimum requirements: (1) Eighteen years of age; (2) Red Cross Lifeguard Training and/or Water Safety Instructor Certification; (3) Red Cross First Aid and CPR Certification; (4) Completion of a California Boating Safety Course; and, (5) State of California For-Hire Vessel Operator License. Licensee shall designate one member of the staff as an Operations Manager with whom County may deal on a daily basis. Said manager shall be fully acquainted with Licensee's operations, familiar with the terms and conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

8.6.2 The Director may at any time give Licensee written notice to the effect that the conduct or action of a designated employee of Licensee is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the licensed premises. Licensee shall meet with representatives of the Director to consider the appropriate course of action with respect to such matter and Licensee shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of Licensee's employee will not be detrimental to the interest of the public patronizing the licensed premises.

8.6.3 Licensee warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services herein meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Licensee shall obtain, from all covered employees performing services herein, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Licensee shall retain such documentation for all covered employees for the period prescribed by law. Licensee shall indemnify, defend, and hold harmless, the County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Licensee or County or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

#### 8.7 Disorderly Persons

Licensee agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the licensed premises.

8.8 Habitation

The licensed premises shall not be used for human habitation.

8.9 Illegal Activities

Licensee shall not knowingly permit any illegal activities to be conducted upon the licensed premises.

8.10 Maintenance

Licensee shall be responsible for maintaining its portable buildings and the licensed premises in good and substantial repair and condition. Licensee shall also be responsible for set up prior to and clean up following its scheduled, authorized use of the BISC. County shall provide regular maintenance of the BISC exterior and interior areas in accordance with the attached Exhibit C which by this reference is incorporated herein.

8.11 Non-Interference

Licensee shall not interfere with the public use of the Castaic Lake State Recreation Area.

8.12 Programming Requirements

Licensee shall use its best efforts to incorporate the following into its annual calendar of events:

8.12.1 Free programs to special interest and public service groups such as: Boy and Girl Scouts, Boys' and Girls' Clubs, and the Braille Institute so long as such groups are in compliance with Paragraph 9.12, Nondiscrimination.

8.12.2 Free-to-the-public special events involving watercraft safety and operation.

The scheduling of all such programming or any modification of same shall have the prior written approval of the Director.

8.13 Proper Staff Identification

Upon entering Castaic Lake, Licensee's staff members shall present to the cashier proper State University picture identification showing that they are a staff member of its aquatic programs conducted at Castaic Lake.



8.14 Safety

Licensee shall make every effort to correct or notify County of any unsafe condition on the licensed premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the licensed premises. Licensee shall cooperate fully with County in the investigation of any accidental injury or death occurring on the licensed premises, including a prompt report thereof to the Director. Licensee shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction there over, regarding any safety inspections and certifications of any and all Licensee's structures, enclosures, vehicles, and equipment.

8.15 Sanitation

No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the licensed premises and within a distance of fifty (50) feet thereof, and Licensee shall prevent any accumulation thereof from occurring.

8.16 Schedule of Activities and Student Participation

Licensee shall submit to the Park Superintendent for approval three times a year, a calendar of all classes anticipated for each year of the term. In addition, the Licensee shall submit a fee schedule used for assessing fees to its students for its youth programs conducted at Castaic Lake. Licensee shall also submit a student roster within two (2) weeks after each semester begins, showing all student participation for both credited and non-credited classes. In addition to the above, Licensee will be required to submit a list of all scheduled programs and activities for its authorized youth programs as well as a list of all third party groups participating in Licensee youth programs, as soon as practical, and an itemized summary of all fees collected from youth programs from said groups.

8.17 Security Devices

Licensee, at its own expense, may provide any legal devices or equipment and the installation thereof designated for the purpose of protecting the licensed premises from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director.

8.18 Utilities

8.18.1 County shall provide and pay for the water utilities to the licensed premises. Licensee shall pay for electricity to the licensed premises pursuant to Paragraph 5.2. Licensee shall at its sole expense provide and pay for the installation and service of a local telephone for its authorized programs at Castaic Lake. Licensee shall install an answering machine with a recorded message that is informative to callers regarding Licensee's operation. Licensee agrees to respond to any messages left by the County within forty-eight (48) hours excluding Sundays and holidays.

8.18.2 Licensee waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, electrical apparatus or wires serving the licensed premises.

8.19 Vehicle Entry Fees

Licensee's staff members and students will only be authorized to enter the park without being assessed a vehicle entry fee during the period that Licensee is in the preparation of or conducting instructional and youth programs pursuant to Paragraph 2.1 of this Agreement, under the following conditions:

8.19.01 Pursuant to Paragraph 8.13, Licensee's staff members must present proper identification to cashier before entering the park. In the event such identification can not be provided to the

County, Licensee's staff members will be assessed a vehicle entry fee.

- 8.19.02 Names of all students participating in Licensee's programs shall appear on a roster that will be provided to the County by the Licensee. All students shall have a picture identification that is to be presented to the County upon request to verify the individual participating in Licensee's program. In the event such a roster is incomplete or not provided to the County, those student's not on the roster or with improper identification will be assessed a vehicle entry fee.

## **9. TERMS AND CONDITIONS**

### **9.1 AGREEMENT ENFORCEMENT AND AMENDMENTS TO THE AGREEMENT**

- 9.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.
- 9.1.2 In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in the action brought thereon.
- 9.1.3 This document may be modified only by further written agreement between the parties hereto. County's Board of Supervisors hereby authorizes the Director to act on its behalf in negotiations, approval, preparation and execution of any modification deemed necessary by said officer in the proper administration of this Agreement. Director shall consult with appropriate County employees and officials in the preparation of such contract amendments and in all circumstances shall obtain County Counsel's approval-as-to-form prior to execution of final documents(s). Any such modification shall not be effective

unless and until executed by Licensee and in the case of the County, until approved by the Director.

9.2 ASSIGNMENT AND SUBLETTING

Licensee shall not assign in part or in whole, sublicense, or otherwise transfer its rights under this license. Any attempt by Licensee to assign or otherwise transfer rights under this license shall be void and Licensee shall remain liable to County for performance of all Licensees' obligations under the terms of this license.

9.3 CANCELLATION

9.3.1 This Agreement may be terminated without cause by either party upon six (6) months written notice to the other party.

9.3.2 Upon the occurrence of any one or more of the Events of Default described in sub-Paragraph 9.8, this Agreement shall be subject to cancellation by County's Board of Supervisors. As a condition precedent to the Director recommending cancellation to said Board, the Director shall give Licensee ten (10) days notice by personal service or by registered or certified mail of the grounds therefore and indicate that an opportunity to be heard thereon will be afforded prior to such recommendation by the Director if request is made therefor.

9.3.3 County shall have the right to effect cancellation of this License and recover from Licensee the balance of the unpaid consideration as provided for in Section 5 of this Agreement at the time of the breach together with any damages to the premises.

9.3.4 Upon cancellation, County shall have the right to take possession of the licensed premises, including all improvements, excluding Licensee's leased, owned or borrowed property and equipment, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

9.3.5 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

9.4 CONFLICT OF INTEREST

9.4.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Licensee who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.4.2 The Licensee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Licensee warrants that it is not now aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

9.5 LICENSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all County

Licensees to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its contractors if any, to post this poster in a prominent position in the contractor's place of business. The County's Department of Children and Family Services will supply the Licensee with the poster to be used.

9.6 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Licensee's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Licensee's compliance with all agreement terms and performance standards. Licensee deficiencies that County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Licensee. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

9.7 COUNTY'S RETENTION OF RIGHTS

In the interest of safety to patrons at Castaic Lake as determined by the Director, the County hereby retains the right to restrict the number and type of watercraft utilized by Licensee and its employees during its operations.

9.8 EVENTS OF DEFAULT

The Events of Default are:

9.8.1 The failure of Licensee to pay the amount due in Section 5, Consideration, for the use granted herein in the manner and amount set forth hereinbefore.

9.8.2 The failure of Licensee to operate in a manner required by this Agreement where such failure continues for more than fifteen (15) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation

requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure the particular default within fifteen (15) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent determined by the Director.

- 9.8.3 An unscheduled abandonment, vacation or discontinuance of operations for a period of more than fourteen (14) calendar days.

## 9.9 INDEMNIFICATION

- 9.9.1 Licensee shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents and the Department of Boating and Waterways from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Licensee's acts and/or omissions arising from and/or relating to this Agreement. Licensee's duty to indemnify the County and the Department of Boating and Waterways shall survive the expiration or other termination of this Agreement.
- 9.9.2 County shall indemnify, defend and hold harmless the State of California, the Department of Boating and Waterways, Trustees of the California State University, California State University Northridge, and the employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement. County's duty to indemnify the Licensee and the Department of Boating and Waterways shall survive the

expiration or other termination of this Agreement. County shall not be obligated to indemnify for liability and expense arising from the active negligence of the Licensee.

#### 9.10 INSURANCE REQUIREMENTS

Without limiting Licensee's indemnification of County, Licensee shall provide and maintain at its own expense, and shall require all of its contractors to maintain, throughout the term of this Agreement, the hereinafter listed programs of insurance or programs of self insurance covering its operations. Such insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and, with the exception of Worker's Compensation Insurance, shall name the County of Los Angeles its Special Districts and the Department of Boating and Waterways as additional insured. When Licensee is self-insured Licensee's protection plan must be reviewed and approved by the Department of Boating and Waterways and be in a form satisfactory to the Department of Boating and Waterways. Such insurance policies, contracts, plans, programs or arrangements shall be in a form satisfactory to the Department of Boating and Waterways. Copies of such policy or policies, including any new or renewal policy, shall be submitted to the Department of Boating and Waterways at least twenty (20) days prior to the effective date or dates thereof. Certificates or other evidence of coverage shall be submitted to the Department of Boating and Waterways, Attention: Boating Facilities Division, 2000 Evergreen Street, Suite 100, Sacramento, CA 95815. The Department of Boating and Waterways shall not be held liable for the repayment of any premiums or assessments.

##### 9.10.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Department of Parks and



Recreation, Attention: Contracts and Special Districts, 433 South Vermont Avenue, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- a. Specifically identify this Agreement.
- b. Clearly evidence all coverage's required in this Agreement.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the commercial general liability policy and property policy if applicable, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Licensee to reduce or eliminate such deductibles or self-insured retentions as they apply to the insurance required in the Agreement.

9.10.2 Notification of Incidents, Claims or Suits

Licensee and County shall report to each other (and with respect to a. below, to the Department of Boating and Waterways):

- a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee, County and/or the Department of Boating and Waterways. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- b. Any third party claim or lawsuit filed against Licensee or County arising from or related to services performed by Licensee or County under this Agreement.
- c. Any injury to a Licensee employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Director.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Licensee under the terms of this Agreement.

9.10.3 Insurance Coverage Requirements for Contractors

9.10.3.1 Licensee shall ensure any and all contractors performing services under this Agreement meet the Insurance requirements of this Agreement by either:

- a. Licensee providing evidence of insurance covering the activities of contractors; or
- b. Licensee providing evidence submitted by contractor evidencing that contractor maintain the required insurance coverage. County retains the right to obtain copies of evidence of contractor insurance coverage at any time.

9.10.3.2 In addition, Licensee shall require the following endorsements to each policy (excluding Workers' Compensation):

The Department of Boating and Waterways, its officers, employees and agents are hereby declared to be additionally insured under the terms of this policy, as to the activities of Contractor at the Castaic Boating Instruction and Safety Center, and this policy shall not be cancelled without thirty (30) days prior written notice to the Department of Boating and Waterways.

#### 9.10.4 Subrogation Waiver

Licensee and County each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from any insured loss.

#### 9.11 INSURANCE COVERAGE REQUIREMENTS

9.11.1 Licensee shall provide and maintain, throughout the term of this Agreement, the following programs and amounts of insurance:

- a. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent, and naming the County as an additional insured or an approved program of self insurance with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Legal Liability	\$1,746,000

Licensee shall include watercraft liability coverage including sudden and accidental pollution coverage for watercraft owned, operated by, or rented by Licensee for watercraft used and/or stored by Licensee at or about the Licensed Premises. In addition, County shall provide Fire Insurance coverage for 90% of the full insurable value of all components of the BISC pursuant to the Agreement for Financing and Operation of the BISC at Castaic Lake State Recreation Area with the California Department of Boating and Waterways and the California Department of Parks and Recreation.

- b. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) or an approved program of self insurance with a limit of liability of not less than ONE

MILLION DOLLARS (\$1,000,000) per occurrence. Such insurance shall include coverage for all “owned” “non-owned and hired” vehicles, or coverage for “any auto”.

- c. Workers Compensation and Employer's Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the Licensee is responsible. If Licensee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Licensee is responsible. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of Licensee and for all risk to such persons under this Agreement with limits of not less than the following:

Each Accident: \$1,000,000

Disease - policy limit: \$1,000,000

Disease - each employee: \$1,000,000

#### 9.11.2 Failure to Procure Insurance

- a. Failure by Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the agreement upon which the County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Licensee, County may deduct from sums due to Licensee any premium costs advanced by County for such insurance.

- b. Notwithstanding the above and in the event that Licensee fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all costs incurred by County.

#### 9.12 NON-DISCRIMINATION

- 9.12.1 Licensee hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, the Americans with Disabilities Act of 1990, and the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, sexual orientation, age or disability, be subject to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.
- 9.12.2 Licensee certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, sex, sexual orientation, age, marital status, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964, the Unruh Civil Rights Act, the Cartwright Act, and the State Fair Employment Practices Act.
- 9.12.3 Licensee certifies and agrees that contractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, sex, age, marital status, sexual orientation or disability.

- 9.12.4 All employment records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by Licensee in the areas heretofore described.
- 9.12.5 If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. County reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated State or Federal non-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the non-discrimination provisions of this Agreement.
- 9.12.6 The parties agree that in the event Licensee violates the non-discrimination provisions contained herein, County shall, at its option, be entitled to a sum of FIVE HUNDRED DOLLARS (\$500.00) pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement. Licensee further agrees that FIVE HUNDRED DOLLARS (\$500.00) is a reasonable sum under all of the circumstance existing at the time of the execution of this Agreement.

#### 9.13 NOTICES

- 9.13.1 Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office,

mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service.

9.13.2 The address to be used for any notice served by mail upon Licensee shall be California State University at Northridge, Attention: Ms. Mary Rueda, Purchasing & Contract Administration, 18111 Nordhoff Street, Northridge, CA 91330-8231 or such other place as may hereafter be designated in writing to the Director by Licensee.

9.13.3 The address to be used for any notice served by mail upon County shall be 433 South Vermont Avenue, Los Angeles, CA 90020, Attention: Contracts Division, or such other place as may hereafter be designated in writing to Licensee by the Director. Service by mail shall be deemed complete upon deposit in the above mentioned manner.

#### 9.14 RECYCLED-BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Licensee agrees to use recycled-content paper to the maximum extent possible on this Agreement.

#### 9.15 RIGHT OF ENTRY

9.15.1 Should Licensee be deemed deficient, as determined by the Director, in its performance of its obligations required hereunder, County in addition to all other available remedies may, but shall not be so obliged, enter upon the premises and correct Licensee's deficiencies using County forces, and equipment and materials on the premises suitable for such purposes, or by employing a separate private Licensee. County's cost so incurred, including direct and indirect overhead cost as determined by the Director, shall be reimbursed to County by Licensee and/or its sureties within thirty (30) days of demand thereof.

- 9.15.2 Any officers and/or authorized employees of the County may enter upon the licensed premises at any and all reasonable times for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the licensed premises.
- 9.15.3 In the event of an unscheduled abandonment, vacation or discontinuance of operations for a period of more than fourteen (14) calendar days. Licensee hereby irrevocably appoints County as an agent for continuing operation of the license granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the licensed premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Licensee; (3) sublease or sublicense the premises; and (4) after payment of all expenses of such subleasing or sublicensing, apply all payments realized therefore to the satisfaction and/or mitigation of all damages arising from Licensee's breach of this Agreement. Entry by the officers and employees of County upon the premises for the purpose of exercising the authority conferred hereon as agent of Licensee shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 9.15.4 No re-entry or taking of the premises by County pursuant to Sub-Paragraph 9.15.1 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention be given to Licensee or unless the termination thereof be decreed by a court of competent jurisdiction.



9.16 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

9.17 SURRENDER OF PREMISES

Upon termination of this Agreement, Licensee shall peaceably vacate the premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted.

9.18 TERMINATION FOR IMPROPER CONSIDERATION

9.18.1 County may, by written notice to Licensee immediately terminate the right of Licensee to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Licensee, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Licensee's performance pursuant to the Agreement in the event of such termination, County shall be entitled to pursue the same remedies against Licensee as it could pursue in the event of default by the Licensee.

9.18.2 Licensee shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Licensee in writing by County.

- 9.18.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.19 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Licensee and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Licensee or any County Lobbyist or County lobbying firm retained by Licensee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

9.20 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

9.20.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the Castaic Lake State Recreation Area and the licensed premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Licensee with notice of termination or assignment of this Agreement pursuant to this provision.

9.20.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Castaic Lake State Recreation Area, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Licensee shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Licensee of such park closure.

9.21 WAIVER

- 9.21.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping County from enforcing the full provisions thereof.
- 9.21.2 No delay, failure, or omission of County to re-enter the licensed premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.
- 9.21.3 No notice to Licensee shall be required to restore or revive "time of the essence" after the waiver by County of any default.
- 9.21.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

9.22 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto, constitutes the entire agreement between County and Licensee for the authorized operations and use granted herein within the Castaic Lake State Recreation Area. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms,

conditions, promises and covenants relating to the Licensee's operation and the licensed premises to be used in the conduct thereof.

9.23 AUTHORIZATION WARRANTY

The Licensee represents and warrants that the person executing this Contract for the Licensee is an authorized agent who has actual authority to bind the Licensee to each and every term, condition, and obligation of this Contract and that all requirements of the Licensee have been fulfilled to provide such authority.

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, Licensee has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attest by the Executive Officer-Clerk of the Board thereon, on the day and year first above written.

LICENSEE

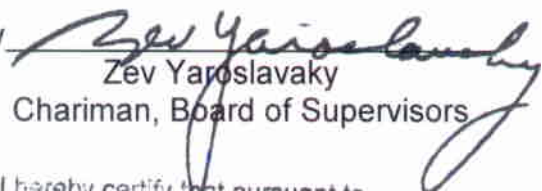
CALIFORNIA STATE UNIVERSITY  
NORTHRIDGE

By



COUNTY OF LOS ANGELES

By

  
Zev Yaroslavsky  
Chairman, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

ATTEST:

**SACHI A. HAMAI**

Executive Officer-Clerk of  
The Board of Supervisors

By

  
Deputy

SACHI A. HAMAI

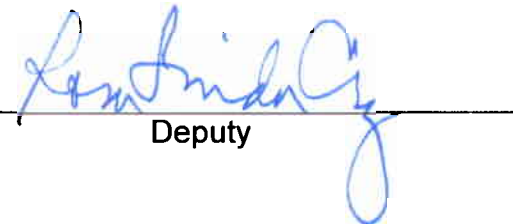
Executive Officer  
Clerk of the Board of Supervisors

By

  
Deputy

**APPROVED AS TO FORM:**  
**RAYMOND G. FORTNER, JR.**  
County Counsel

By

  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

• 24 • JUL 24 2007

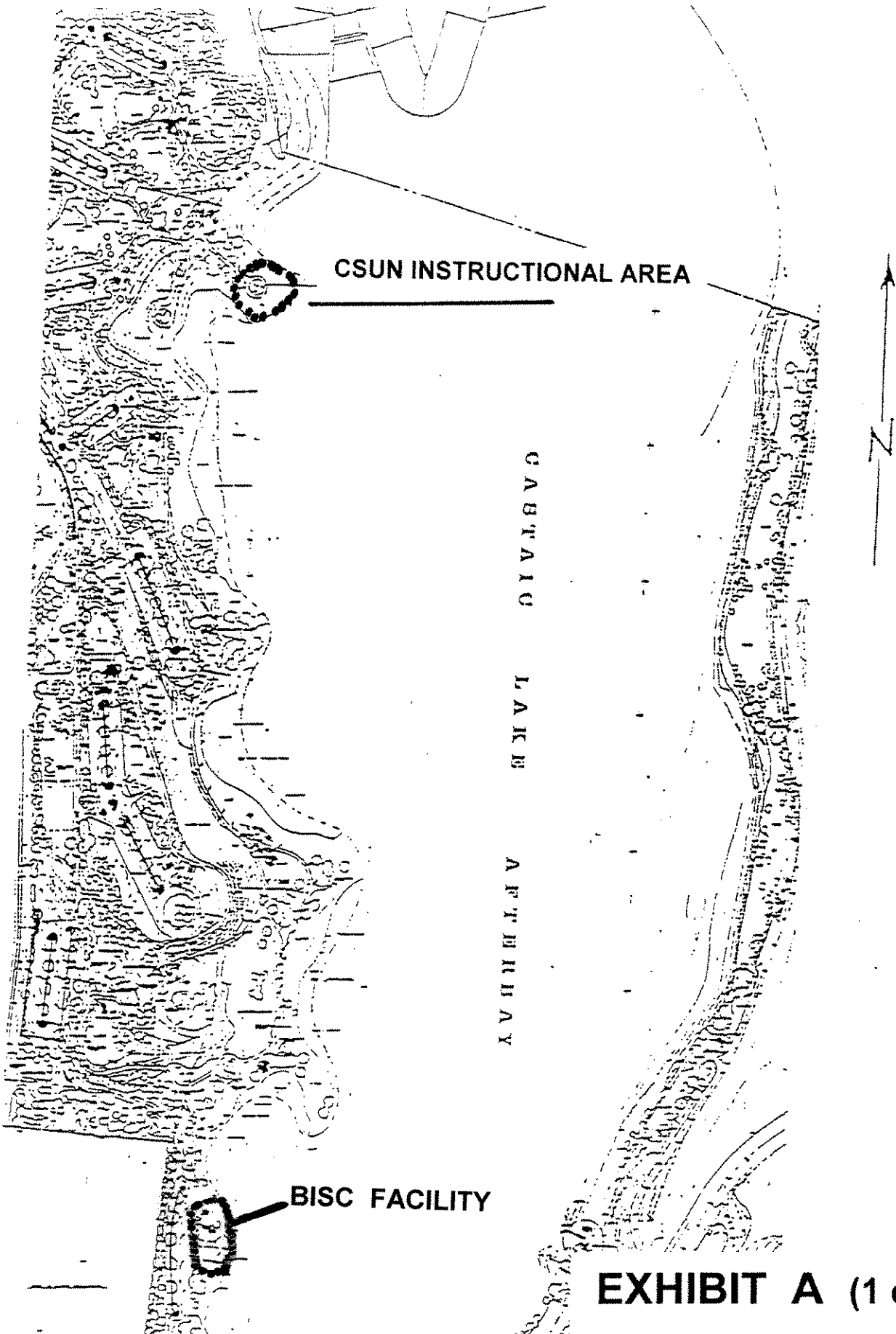
  
SACHI A. HAMAI  
EXECUTIVE OFFICER

July, 2007

-33-

# 24

JUL 24 2007





**CASTAIC LAKE BOATING RULES  
COUNTY OF LOS ANGELES DEPARTMENT OF  
PARKS AND RECREATION**

**PERSONAL WATERCRAFT**

1. Vessels must carry: (a) Coast Guard approved life preserver, (b) fire extinguisher.
2. Personal Watercraft may only carry the number of passengers for which it was manufactured.
3. Personal Watercraft may not tow anything including a skier, an inner tube, etc.
4. These types of vessels are restricted to the special jet ski area of the lake and should travel in a **COUNTER CLOCKWISE ROTATION**.
5. Personal Watercraft may not enter any coves designated as 5 mph area. (See map for location of special area).
6. Passing too close to other vessels can be dangerous at any speed. You must keep a distance of twenty-five (25) feet from any other vessel.
7. The owner of any Personal Watercraft is responsible for the action of anyone who uses his vessel.
8. Castaic Lake is a drinking water reservoir. **FUELING OF ANY VESSEL ON THE WATER IS PROHIBITED. FUELING OF PERSONAL WATERCRAFT IS TO TAKE PLACE OUT OF THE WATER.**
9. Immediately upon launching, all such craft must proceed directly to the special use area at five (5) mph.
10. Fuel must be stored in the designated fuel area only.

**FISHING**

1. Trolling in the ski area is NOT permitted.
2. All California Fish and Game regulations are strictly enforced.
3. Cleaning of fish on the water or shoreline is **STRICTLY PROHIBITED**.
4. Fishing from launch ramps and docks is prohibited.

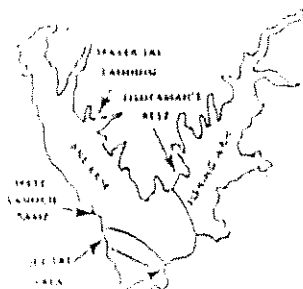
**SKIING**

1. Skiing is restricted to the northwest arm of the lake (see map).
2. Ski boats must travel in a **COUNTER CLOCKWISE** direction.
3. Only one person may be towed on skis or inflatable tubes at a time.
4. All boats towing a skier shall have an **OBSERVER** not less than twelve (12) years of age.
5. Red ski flags must be used at all times.

**GENERAL**

1. California Boating Law as well as Los Angeles County Ordinances covering boating are enforced. Please read **ABC's of California Boating**.
2. **Lake Speed Limits:** Lake maximum speed limit is thirty-five (35) mph.
3. Swimming is prohibited.
4. Bow riding is prohibited.
5. **ALCOHOLIC BEVERAGES ARE PROHIBITED.**
6. Possession of any type of firearm is prohibited.
7. All boats shall be subject to inspection at any time.
8. Please prepare boat in upper parking lot and park in designated boat/trailer areas **ONLY**.
9. Launch and retrieve boats from designated areas.
10. All water vessels other than Personal Watercraft are to stay out of special use areas.
11. Castaic Lake is a drinking water reservoir. **FUELING OF ANY VESSEL ON THE WATER IS PROHIBITED.**
12. All boats must travel in a **COUNTER CLOCKWISE** direction.

WE HOPE YOUR DAY AT CASTAIC LAKE WILL  
BE A FUN AND AN ENJOYABLE EXPERIENCE!



**EXHIBIT B**



## EXHIBIT C

### MAINTENANCE SCHEDULE PROVIDED BY COUNTY

#### **Restrooms**

Daily – Sweep and remove trash and debris from floors; empty trash receptacles and replace liners; clean and disinfect toilets, urinals, sinks and surfaces surrounding fixtures; disinfect areas where hands are normally placed; clean mirrors; disinfect and mop floors; clean and disinfect shower stalls; remove graffiti; refill all dispensers with paper and soap products; replace any light bulbs

Weekly – Thoroughly clean toilet bowls and urinals with bowl cleaner; wash windows; completely clean and disinfect all partitions, doors, door frames, handles, etc

Monthly – Dust and wipe down all upper ledges and surfaces; clean and disinfect all wall surfaces; clean light fixtures; Scrub all base molding and hard to reach areas

#### **Floors**

Daily – Vacuum all carpeted floors; sweep and/or dust mop all hard surface floors; remove all debris from floors

Weekly – Mop all hard surface floors using standard chemical solution; Wax and power buff hard surface floors; spot treat carpet stains; wash baseboards

Monthly – Strip wax from hard surface floors and re-apply wax and power buff

Quarterly – Steam clean carpets

#### **Trash**

Daily – Remove trash from all receptacles and replace liners; remove all trash from building and dispose of in designated bin

Weekly – Clean and disinfect receptacles

#### **Graffiti**

Daily – Remove or paint over, as appropriate, any graffiti inside or outside of facility

## EXHIBIT C

### MAINTENANCE SCHEDULE PROVIDED BY COUNTY

#### **Desks, Counters, etc.**

Daily – Dust all desk and counter tops; clean and disinfect drinking fountains, furniture, chairs, tables; clean doors, frames, light switches, push and kick plates and handles; deodorize rooms

Weekly – Clean and disinfect all telephones; clean and dust all window blinds; spot clean glass doors as needed

Monthly – Clean all windows and glass doors

#### **Exterior**

Daily – Sweep all concrete walks, ramps or other paths of travel to remove all debris, sand or obstacles

Weekly – Wash down all paths of travel including walkways, ramps, and docks; sweep and remove all debris from parking lot

Monthly – Wash all exterior walls to remove dust and debris

#### **Kitchen**

Daily – Clean and disinfect all surfaces and counter tops, sinks, cooking areas, etc.; sweep floors and remove all debris; remove all trash

Weekly – Mop and disinfect floor and clean base moldings; Wax and buff floor

Monthly – Strip and wax floor

Note: Schedule is subject to change to meet the needs of the facility. Some functions may be required more frequently based on the type and amount of facility